

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

Case 01-CA-101984

**AMERICAN POSTAL WORKERS UNION,
STAMFORD AREA LOCAL 240**

DECISION AND ORDER

Statement of the Case

On January 9, 2014, the United States Postal Service (the Respondent), American Postal Workers Union, Stamford Area Local 240 (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

¹ Member Hirozawa notes that the remedy to which the parties have agreed is not fully consistent with previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003); and *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007). These broad orders, as enforced by the United States Courts of Appeals, remain in effect. However, because all the parties have agreed to the terms of this Formal Settlement Stipulation, he has determined that approval of the parties' settlement will effectuate the purposes of the Act. The Board's approval of this stipulation does not modify these orders in any respect.

Findings of Fact

1. The Respondent's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in the performance of that function, including its Processing & Distribution Center located in Stamford, Connecticut (the Stamford facility), and post offices located in Darien, Connecticut (the Darien facilities).

The Board has jurisdiction over the Respondent and these matters by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. Section 101 et seq. (PRA).

2. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Stamford and Darien, Connecticut, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing or refusing to bargain collectively and in good faith with the American Postal Workers Union, Stamford Local 240 (the Union), by failing to provide the Union, pursuant to its requests, information relevant to the Union's ability to perform as the employees' bargaining agent at the Stamford facility and the Darien facilities in the following unit (the unit):

All employees in the bargaining unit for which each has been recognized and certified at the national level — Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Special Delivery Messengers, Mail Equipment Shops Employees, Material Distribution Center Employees, and Operating Service and Facilities Employees (as described in Article 1, Section 1 of the National Agreement); excluding those classifications described in Section 2 of the National Agreement.

(b) Failing or refusing to bargain collectively and in good faith with the Union by failing to supply the Union with requested information in a timely manner that is necessary for, and relevant to, the Union's representation of the employees in the unit at the Stamford facility and the Darien facilities.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain collectively and in good faith with the Union, the exclusive collective-bargaining representative of the unit at the Stamford facility and the Darien facilities.

(b) Supply the Union with requested information that is necessary for, and relevant to, the Union's representation of the employees in the unit at the Stamford facility and the Darien facilities.

(c) Supply the Union in a timely manner with requested information that is necessary for, and relevant to, the Union's representation of the employees in the unit at the Stamford facility and the Darien facilities; and if the requested information does not exist, promptly inform the Union of that fact.

(d) Within 14 days of service by the Region, (1) post the attached notice marked "Appendix A" at all of its facilities and installations located in Stamford and Darien, Connecticut, and (2) send Appendix A to all of its managers and supervisors at those facilities. Copies of the notice, on forms provided by the Region, after being signed by the Respondent's authorized representative, shall be posted by the Respondent at the above-described facilities and installations and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., April 4, 2014

Philip A. Miscimarra, Member

Kent Y. Hirozawa, Member

Harry I. Johnson, III, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Bargain collectively through a representative chosen by employees;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT fail or refuse to bargain collectively and in good faith with American Postal Workers Union, Stamford Area Local 240 (the Union), by failing to provide the Union, pursuant to its requests, information relevant to the Union's ability to perform as the employees' bargaining agents in the following unit (the unit):

All employees in the bargaining unit for which each has been recognized and certified at the national level — Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Special Delivery Messengers, Mail Equipment Shops Employees, Material Distribution Center Employees, and Operating Service and Facilities Employees (as described in Article 1, Section 1 of the National Agreement); excluding those classifications described in Section 2 of the National Agreement.

WE WILL NOT fail or refuse to bargain collectively with the Union by failing and refusing to supply the Union with requested information in a timely manner that is necessary for, and relevant to, the Union's representation of the employees in the unit.

WE WILL NOT in any similar way interfere with, restrain or coerce employees in the exercise of your rights under Federal Law listed above.

WE WILL bargain collectively and in good faith with the Union, as the exclusive collective bargaining representatives of the unit.

WE WILL supply the Union with requested information that is necessary for, and relevant to, the Union's representation of the unit.

WE WILL supply the Union with the information it requested on October 23, 2012, and on numerous occasions thereafter; the information it requested on April 24, 2013, and on

numerous occasions thereafter; and the information it requested on April 25, 2013, and on numerous occasions thereafter.

WE WILL supply the Union in a timely manner with requested information that is necessary for, and relevant to, the Union's representation of the unit, and if the requested information does not exist, promptly inform the Union.

UNITED STATES POSTAL SERVICE